

## AGREEMENT

This Agreement is entered into by and between the United States of America through the Department of Housing and Urban Development ("HUD") and The District of Columbia Housing Authority (the "Agency" or "DCHA") to evidence their understanding of the underlying terms of DCHA's participation in the Public Housing/Section 8 Moving to Work Demonstration ("MTW") authorized under Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134) (the "1996 Appropriations Act").

WHEREAS, Congress included MTW as part of the 1996 Appropriations Act to facilitate experimentation by public housing authorities with the aim of developing better, more efficient ways to provide housing assistance to low and very low-income residents. With the need for housing assistance increasing and resources for public housing stagnant or shrinking, Congress decided to see if permitting selected housing authorities to use the primary public housing funding sources interchangeably, free from some statutory and regulatory restraint, would create a more effective program on the local level. Congress was also interested in finding out whether such demonstrations would promote self-sufficiency among residents.

WHEREAS, Section 204(a) of the 1996 Appropriations Act provides that the purpose of MTW "is to give public housing agencies ("PHAs") and the Secretary of the Department of Housing and Urban Development (the "Secretary") the flexibility to design and test various approaches for providing and administering housing assistance that reduce cost and achieve greater cost effectiveness in Federal expenditures; give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and increase housing choices for low-income families". In addition, MTW provides that, except as specifically provided under the statute, "notwithstanding any provision of the United States Housing Act of 1937 . . . [under MTW] an agency may combine operating assistance provided under section 9 of the United States Housing Act of 1937, modernization assistance provided under section 14 of such Act, and assistance provided under section 8 of such Act for the certificate and vouchers programs", and HUD may exempt an agency from existing public housing and Section 8 certificate and voucher regulations to further the purposes of the MTW demonstration.

Under the 1996 Appropriations Act, the Secretary has the authority to select up to thirty (30) agencies that administer the public housing and Section 8 programs to participate in the Moving to Work demonstration program. HUD has determined that DCHA's Expression of Interest dated January 5, 2001, satisfies the Secretary's application and selection criteria as set forth in the 1996 Appropriations Act.

WHEREAS, the District of Columbia is enjoying a renaissance of commercial and residential building, and community amenities; and

WHEREAS, the fiscal health of the District and its attractiveness to business and market housing is a desirable trend, it also means that there is an increasing scarcity of affordable housing; and

WHEREAS, the District is looking to DCHA to take the lead with the flexibility it has as a quasi-governmental entity to increase the supply of affordable housing and partner in delivering services to needy residents; and

WHEREAS, under its enabling legislation, DCHA has tools, such as bonding authority, procurement authority, budget independence, and independent workforce rules, to operate creatively and flexibly; and

WHEREAS, DCHA seeks to fully utilize its local authority, as well as authority under the Moving to Work Demonstration to operate more cost effective affordable housing programs.

NOW THEREFORE, in reliance upon and in consideration of the mutual representations and obligations herein, the parties hereby agree as follows:

I. DCHA MTW DEMONSTRATION PLAN:

DCHA represents that the DCHA MTW Demonstration Plan is an extension of the agency's Strategic Planning Process completed in 2000. This process involved extensive consultation with DCHA residents, advocates for low income and special needs populations and appointed and elected local government officials. The DCHA MTW Demonstration Plan has been presented at a public hearing for comment; those comments have been taken into consideration in the preparation of the final plan, incorporated herein.

A. Goals: DCHA agrees that in order to achieve excellence, DCHA will implement its MTW Demonstration Plan in accordance with this Agreement by designing and testing approaches for providing and administering housing assistance with the following goals:

- to reduce cost and achieve greater cost effectiveness in providing housing assistance;
- to give incentives to families with children to become economically self sufficient;
- to increase housing choices for low-income families;
- to support its commitment to excellence in real estate development, rental housing management, voucher contract management, healthy life skills facilitation, and businesslike administrative operations;
- to better broker additional resources from local government and nonprofit

- service agencies and to raise private contributions; and
- to create effective public private partnerships in furtherance of the objectives described below.

DCHA also agrees that during the term of this Agreement it will meet the benchmarks identified in Attachment D and will provide HUD with information reasonably required to make such determination.

B. Implementation: The MTW Demonstration Plan will be implemented through the MTW Annual Plan. The MTW Annual Plan will describe the MTW Activities that DCHA will undertake during the applicable year. MTW Activities are the revised or additional policies, programs, strategies and tasks that DCHA will undertake, consistent with this Agreement, using MTW Block Grant funds as described in part IV, to accomplish the goals and objectives of the DCHA MTW Demonstration Plan, as outlined in part I. above and in Attachment D, using the flexibility allowed under MTW.

## II. MTW Annual Planning

In lieu of complying with Section 5A of the 1937 Act, DCHA will prepare its MTW Annual Plan which shall be submitted to HUD not later than sixty (60) days prior to the start of DCHA's fiscal year (except that in the first year, it shall be submitted within thirty days of execution of this Agreement.) The Annual MTW Plan will be provided in a reasonable format and shall include the list of items as identified in Attachment B and a description of DCHA's planned MTW Activities

A. MTW Plan Requirements: The MTW Demonstration Plan in part I above incorporates the following commitments and each Annual Plan will

1. be submitted to HUD only after DCHA has provided for citizen participation through public hearing and other appropriate means and is approved by the Board of Commissioners;
2. be finalized after taking into account public comments on the program design, including current and prospective tenants, to the extent such comments were provided;
3. include any changes in criteria for families to be assisted, while insuring that at least seventy-five (75%) of the families assisted under the DCHA MTW Demonstration Plan will be very low-income families, as defined in part III.C.A.;
4. include a commitment to establish a reasonable policy for setting rents, designed to encourage employment and self-sufficiency, consistent with the purposes of MTW;

5. include DCHA's commitment to continue to assist at least substantially the same total number of eligible low-income families as would have been served had the amounts not been combined;
6. include DCHA's commitment to maintain a comparable mix of families (by family size) as would have been provided without MTW;
7. include initiatives that further DCHA's commitment to ensure that housing assisted under MTW meets housing quality standards consistent with local code.

B. HUD Review - HUD shall accept or reject each MTW Annual Plan by written notice to DCHA within sixty (60) days of submission. If DCHA does not receive such timely notice, the MTW Annual Plan is deemed accepted. HUD shall reject the MTW Annual Plan only if the required information is not provided, it is inconsistent with HUD data, or provisions are prohibited by or inconsistent with this Agreement, the U.S. Housing Act of 1937 and other applicable Federal law, or DCHA has not met the benchmarks and/or goals in the Agreement or prior Annual Plans.

### III. APPLICABILITY OF THE ACC AND OTHER FEDERAL REQUIREMENTS:

A. Statutory and Related Exemptions - The parties have previously entered into one or more annual contributions contracts ("the ACCs") setting forth the terms and conditions under which DCHA participates in the public housing and/or Section 8 certificate and voucher programs. This Agreement supersedes the terms and conditions of the ACCs (with the exception of provisions III.B.k. and corrective and remedial actions pursuant to VI.G.3.k. of this Agreement) and the provisions of the United States Housing Act of 1937 (the "1937 Act"), to the extent authorized in the 1996 Appropriations Act.

Except as specifically enumerated in this Agreement in part II.B above and III.B below, during the term of this Agreement, DCHA is also exempt from:

- a. the terms and conditions of the Housing Act of 1937 and the ACCs;
- b. HUD regulations, requirements, guidance, notices and other directives that derive solely from the provisions of the United States Housing Act of 1937 (the "1937 Act"), as provided in the 1996 Appropriations Act, as may be amended from time to time;
- c. subject to prior HUD approval, such other regulations or HUD requirements as DCHA may request to be modified in any subsequent MTW Annual Plan or by specific request to HUD;
- d. the implementing regulations for site and neighborhood standards as set forth in 24 CFR § 941.202 (b) – (d) provided DCHA has duly published and adopted according to the requirements of local law, alternate standards, as described in Attachment C, for determining the location of existing, newly constructed or substantially rehabilitated housing to receive subsidy; and

- e. subject to HUD approval (notwithstanding any other provision of this Agreement), certain requirements of 24 CFR Part 85.36.

B. Applicable Requirements - Notwithstanding the exemption in this part III, during the term of this Agreement, DCHA shall continue to abide by the statutory provisions listed below. Where appropriate, DCHA and HUD will work together to develop more streamlined approaches to demonstrating compliance with the statutory requirements listed below.

- a. The terms "low-income families" and "very low-income families" shall continue to be defined by reference to Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2));
- b. Section 18 of the 1937 Act (42 U.S.C. 1437p, as amended by Section 1002(d) of Public Law 104-19, Section 201(b)(1) of Public Law 104-134, and Section 201(b) of Public Law 104-202);
- c. Section 12 of the 1937 Act (42 U.S.C. 1437j); except for properties that receive exclusively tenant based Section 8 assistance;
- d. As applicable, the Agency will comply with and otherwise assist HUD in complying with its obligations and provide HUD with any documentation that HUD needs to carry out its review under the National Environmental Policy Act (NEPA) in 24 CFR Part 50.
- e. All applicable civil rights and fair housing laws, including the nondiscrimination and equal opportunity requirements set forth in 24 CFR 5.105(a). DCHA will administer its programs and activities in a manner affirmatively to further fair housing, and to meet the requirements of the Civil Rights Act of 1964, the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act and the Americans with Disabilities Act.
- f. All terms, provisions and requirements of the two Voluntary Compliance Agreements executed by HUD and DCHA, dated November 30, 2001.
- g. The definitions contained in Sections 3(b) and (c) of the 1937 Act, except as otherwise provided herein.
- h. Section 8 of the 1937 Act, until such time as DCHA proposes and HUD approves an alternative leased housing program with quantifiable benchmarks.
- i. The public housing use restrictions contained in Section 9(d)(3) of the 1937 Act.

j. The obligation and expenditure deadlines imposed on Capital Funds under Section 9(j) of the 1937 Act.

k. The conflict of interest provisions contained in the ACC and HUD regulations.

l. Any future statutory changes which may explicitly override a provision of this Agreement

C. Controlling Authority This Agreement and the DCHA MTW Demonstration Plan contained herein serve as authorization to establish policies, programs and operating procedures according to the needs of the low income residents of the District of Columbia using the flexibility allowed under the MTW program according to the terms of this Agreement and subject to the restrictions enumerated herein.

#### IV. EFFECT ON FUNDING ALLOCATIONS AND USE OF FUNDS:

DCHA will receive funding for operating and capital subsidies provided under Section 9 of the 1937 Act (42 U.S.C. 1437g), tenant based assistance provided under Section 8 of the 1937 Act for the certificate and voucher programs (42 U.S.C. 1437f), and be able to use funds previously provided for modernization funding under Section 14 of the 1937 Act (42 U.S.C. 1437l), (MTW Block Grant Funds) in accordance with the DCHA MTW Annual Plan, as may be updated and amended from time to time.

The amount of DCHA's annual allocation of such funds will be determined according to Attachment A. DCHA is authorized to incorporate into its MTW Block Grant Funds all unobligated and unexpended operating funds and modernization/capital funds, subject to all statutory and regulatory requirements governing the obligation and expenditure of public housing operating funds, public housing capital funds (including Replacement Housing Factor funds); public housing development funds; MROP funds; and Section 8 tenant-based funds from years prior to the effective date of this Agreement.

Pursuant to the 1996 Appropriations Act, the amount of assistance DCHA receives for public housing operating subsidies, public housing modernization/capital grants, and Section 8 voucher assistance will not be diminished by its participation in MTW.

Notwithstanding the funding flexibility provided herein, DCHA shall continue to honor:

- a. existing contractual obligations of the DCHA to a third party (such as Housing Assistance Payment contracts with owners under the DCHA's Section 8 certificate and voucher program) and for payments to other PHAs under Section 8 portability billing procedures; and
- b. terms of grant agreements for Section 8 assistance awarded for targeted purposes such as Mainstream or Family Unification Program funds.

Funding provided to DCHA under HOPE VI, PHDEP, and any other program authorized by a statute other than the U.S. Housing Act of 1937, is not included in the MTW Block Grant.

## V. REPORTING AND ASSESSMENT

A. MTW Annual Report: DCHA will submit to HUD its MTW Annual Report which will, at a minimum: (a) document the use of funds made available under MTW; (b) provide such data as HUD may request (as listed in Attachment B) to assist HUD in assessing the demonstration; and (c) describe and analyze the effect of MTW activities in reaching the objectives of the MTW Demonstration. The Annual Report shall also provide the data and information necessary to assess DCHA's progress toward meeting the goals and benchmarks established under this Agreement, and detailed in Attachment D.

Other information may be included at DCHA's discretion. The Annual MTW Report shall be submitted to HUD no later than ninety (90) days following the end of the DCHA fiscal year. HUD will accept information provided by DCHA that meets the necessary requirements in alternative formats required by banks, District of Columbia Housing Finance Agency (DCHFA), and other commercial or governmental funding sources, provided that such formats meet HUD requirements in addition to those of DCHA's other funding sources.

B. HUD Assessment: During the term of this Agreement, DCHA shall be evaluated by HUD, for purposes of the MTW demonstration, exclusively through HUD's review of its Annual MTW Report and DCHA's progress in meeting its goals and benchmarks. The Annual MTW Report shall be considered to satisfy any and all other HUD reporting requirements, including those of Section 5A, Section 6(j), and Section 8 of the 1937 Act, including the Public Housing Assessment System, Section Eight Management Assessment Program or their successors, except that HUD may conduct independent physical inspections of DCHA property using reasonable protocols and processes..

C. Accreditation: DCHA plans to participate with other MTW agencies in the development and implementation of a pilot Public Housing Accreditation Program ("PHAP").

D. Financial Audit Methodology: Subject to prior HUD approval, DCHA may be authorized to use an alternative financial audit system different from those generally required of public housing authorities that better assesses the Agency's financial status under MTW.

## VI. ADMINISTRATIVE PROVISIONS

A. Term: The term of this Agreement is seven (7) years. If the Agreement is executed the middle of the DCHA fiscal year, the demonstration will begin with the beginning of the fiscal year in which the Agreement is executed and remain in effect for seven (7) years from the start of the next fiscal year.

B. Amendments: This Agreement, including the DCHA MTW Demonstration Plan, may be amended from time to time upon mutual agreement of DCHA and HUD. Proposed amendments may be submitted in writing to HUD (delivered to the Office of Public and Indian Housing, or its successor). Proposed amendments that would materially affect residents assisted under the DCHA MTW Program shall be submitted to HUD only after DCHA has provided reasonable opportunity for notice and comment to residents, considered such comments in drafting the proposed amendment, and obtained an approval from the DCHA Board of Commissioners. HUD will notify DCHA of the results of any action taken on proposed amendments within sixty (60) days of receipt or such amendment will be approved.

C. Records and Audit Requirements: DCHA shall maintain such records as HUD may prescribe as reasonably necessary to disclose the amounts and disposition of amounts provided under MTW, to ensure compliance with the terms of this Agreement, the requirements of the statute authorizing the MTW demonstration, and to measure performance. HUD and the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, shall have access to such records that are pertinent to evaluating compliance with the 1996 Appropriations Act solely for standard audit purposes.

D. HUD Evaluation: The Agency agrees to cooperate fully with the reasonable requirements of HUD and its contractors in the monitoring and evaluation of HUD's MTW program. , DCHA shall not be required to submit documentation to HUD or its contractors any more frequently than once a year as part of its MTW Annual Report, unless such documentation is required by the Inspector General or another department or entity with the authority to make such a request.

E. Effective Date, End of Term and Renewal: This Agreement is effective upon execution, according to the provisions of part VI.A. To the extent authorized by law, HUD and DCHA will work together to extend successful demonstration activities beyond the term of the MTW demonstration, where feasible. To the extent that MTW activities will not continue past the term of the demonstration, DCHA shall cooperate with HUD in developing and implementing a transition plan for terminating the DCHA's MTW Program and providing for the continued administration of the public housing and Section 8 programs, as applicable.

F. Termination and Default. At any time HUD may terminate this Agreement, and the Agency's MTW demonstration or take any corrective or remedial action as described in



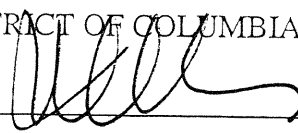
Article VI.G.3. of this Agreement, for Agency default, or if the Agency does not meet the performance benchmarks established under this Agreement (whether the benchmarks are interim or final as noted in Attachment D), as determined by HUD, after providing the Agency with notice, a reasonable opportunity to be heard and a reasonable opportunity to cure the default; unless HUD determines the nature of the default requires that HUD take immediate action.

#### G. Default

1. Definition of Default. Use of funds subject to this Agreement for a purpose other than as authorized by this Agreement; noncompliance with legislative, regulatory, or other requirements applicable to this Agreement; other material breach of this Agreement; or a material misrepresentation in the MTW Plan submission by the Agency shall be a default under this Agreement.
2. HUD's Determination of Default. If HUD determines that the Agency is in default, HUD will give the Agency written notice of the default and of the corrective or remedial action required or ordered by HUD.
3. Corrective or remedial actions HUD may require or order under this Agreement for Agency default include, but are not limited to the following:
  - a. Requiring the Agency to prepare and follow a HUD approved schedule of actions and/or a management plan for properly completing the activities approved under this Agreement;
  - b. Canceling or revising the affected activities revising the budget for activities as necessary, and substituting other eligible activities for those activities affected by the default;
  - c. Prohibiting payment or reimbursement for any MTW demonstration activities affected by the default;
  - d. Requiring reimbursement by the Agency to HUD for amounts used improperly;
  - e. Terminating this Agreement;
  - f. Changing the method of payment to the Agency;
  - g. Suspending the Agency's authority to make draws or receive or use funds for affected activities;
  - h. Reducing the Agency's funding in the amount affected by the default;
  - i. Terminating the Agency's funding as to further activities under the MTW demonstration;
  - j. Taking any other corrective or remedial action legally available; and
  - k. Taking action, as applicable, pursuant to the Section 8 and/or public housing Annual Contributions Contract.

DISTRICT OF COLUMBIA HOUSING AUTHORITY

By



Its Executive Director

Date of Execution by Agency

6/11/03

UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT


By



Its Assistant Secretary

Date of Execution by HUD

7/2/03



# **DCHA MTW Agreement**

## **Attachment A**

### **Calculation of Subsidies**

During the term of this MTW Agreement, HUD will provide the District of Columbia Housing Authority (the "PHA") with operating subsidy, capital funds, and Section 8 assistance as described below:

#### **Definitions in this Attachment:**

Initial Year: The first PHA fiscal year in which the PHA begins operating under its MTW authority, which may be the same year as that in which this Agreement is executed. Specifically, for the purpose of calculating operating subsidy eligibility for inclusion in the block grant, the Initial Year shall be the PHA's fiscal year beginning October 1, 2003.

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Base Year: The most recently completed Agency fiscal year prior to the Initial Year.

MTW Units: Units authorized for participation in MTW activities, as provided in Section 1 of the Appendix to this Agreement.

#### **1. Operating Subsidy**

The calculation of operating subsidy eligibility will continue in accordance with applicable operating subsidy formula law and regulations.

#### **2. Capital Funds Program**

A. The PHA's formula characteristics and grant amount will continue to be calculated in accordance with applicable law and regulations.

B. For modernization funds provided in years prior to the execution of this Agreement, the PHA may submit, and HUD will approve, a request to reprogram, by grant year, any unobligated funds for eligible MTW purposes. Such requests will be made in accordance with current procedures governing amendments to the Annual Plan, except that no public consultation will be necessary prior to submission of the request.

C. All funds programmed for MTW purposes will be recorded and drawn down from MTW-designated line items on relevant HUD forms.

### **3. Section 8 Tenant Based Assistance Units Eligible for Inclusion in Flexible Block Grant**

A. Conversion of existing Section 8 housing vouchers to Moving To Work units will be conducted according to instructions provided by HUD. A list of Section 8 units eligible for inclusion in the block grant ("MTW units") upon execution of this Agreement will be provided by HUD, along with the instructions.

B. The number of MTW units will not be adjusted throughout the duration of this Agreement unless:

- 1) any units under ACC that are not available upon execution of this Agreement become available for MTW purposes upon renewal or as otherwise authorized by HUD; or
- 2) the PHA receives incremental Section 8 units, which the PHA may choose to convert into the block grant or to operate as a separate program, as provided by law; and

### **4. Calculation of Annual (Section 8) Subsidy**

The calculation of funding is governed by the terms of the FY 2003 Omnibus Appropriations Act, which based renewal funding on utilization in accordance with the terms of the MTW Agreement, and by any future appropriations requirements which may be enacted.

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A. Initial year of MTW Participation:

For the certificate and voucher programs, respectively, divide Total Funds Required (minus the cost of Family Self Sufficiency Coordinators) by the Number of Unit Months, as provided in year-end settlement data for the base year. Multiply this amount by the inflation factor established for the calculation of renewals (using the inflation factor, or annual adjustment factor (AAF) is published annually in the Federal Register (Table 1, the factor with the highest utility cost included)) to arrive at an inflation-adjusted, MTW program per unit cost (MTWPUC) for the initial year (to be adjusted for funds already paid).

Multiply the MTWPUC by the total number of MTW units and the number of months [MTWPUC X MTW Units x 12] to arrive at a total MTW subsidy amount to be disbursed that year.

B. Second and Subsequent Years of MTW Participation:

Multiply the total MTW subsidy established in the previous year (excluding reserves) by the annual inflation factor established for the calculation of renewal of Section 8 contracts to arrive at the current year's inflation-adjusted Section 8 MTW subsidy.

C. Reserve

1. An amount equal to one month's program costs (based on the initial year voucher program budget) will be made available from existing PHA program reserves for use as program reserves for MTW eligible units. This is a one-time provision of program reserves provided at the beginning of the PHA's MTW program.
2. There will be no year-end settle-up of annual funds provided for MTW Units. All funds provided through this calculation will remain available for authorized purposes.

## MTW ANNUAL PLAN AND REPORT ELEMENTS

ANNUAL PLAN	ANNUAL REPORT
<p><b>I. HOUSEHOLDS SERVED</b></p> <p>A. Number and characteristics of households served at beginning of period, by:</p> <ul style="list-style-type: none"> <li>- unit size</li> <li>- family type (family vs. elderly or disabled)</li> <li>- income group (&lt;30: 30-50; 50-80;&gt;80)</li> <li>- housing type (LRPH; leased, other)</li> <li>- race &amp; ethnicity</li> </ul> <p>B. Identify number and characteristics of households on waiting lists (all housing types). Discuss waiting list issues and proposed actions</p> <p>C. Number projected to be served at end of period</p> <p>D. Narrative discussion/explanation of change</p>	<p><b>I. HOUSEHOLDS SERVED</b></p> <p>A. Number served: plan vs actual by</p> <ul style="list-style-type: none"> <li>- unit size</li> <li>- family type</li> <li>- income group</li> <li>- program/housing type</li> <li>- race &amp; ethnicity</li> </ul> <p>B. Changes in tenant characteristics</p> <p>C. Changes in waiting list numbers and characteristics</p> <p>D. Narrative discussion/ explanation of difference</p>
<p><b>II. OCCUPANCY POLICIES</b></p> <p>A. Statement of policies governing eligibility, selection, admissions, assignment, and occupancy of families, including the admissions policy under section 16(a)(3)(B) for deconcentration of lower-income families</p> <p>B. Statement of Rent Policy</p>	<p><b>II. OCCUPANCY POLICIES</b></p> <p>A. Changes in concentration of lower-income families, by program</p> <p>B. Changes in Rent Policy, if any</p> <p>C. Narrative discussion/explanation of change</p>
<p><b>III. CHANGES IN THE HOUSING STOCK</b></p> <p>A. Number of units in inventory at beginning of period by program (LRPH, leased, other)</p>	<p><b>III. CHANGES IN THE HOUSING STOCK</b></p> <p>A. Number of units in inventory by program: planned vs actual</p>

B. Projected number at end of period by program	B. Narrative discussion/explanation of difference
<b>IV. SOURCES AND AMOUNTS OF FUNDING</b>  A. Identify/discuss all sources and amounts of funding included in consolidated budget statement  B. Identify/discuss sources, amounts, and planned uses of special purpose funds outside the consolidated budget (e.g., DEG)  C. Consolidated Budget Statement	<b>IV. SOURCES AND AMOUNTS OF FUNDING</b>  A. Planned vs actual funding amounts  B. Narrative discussion/explanation of difference  C. Consolidated Financial Statement
<b>V. USES OF FUNDS</b>  A. Previous year expenditures by line item  B. Planned expenditures by line item  C. Description of proposed activities/investments by line item/explanation of change from previously approved plan  D. Reserve balance at beginning of year. Discuss adequacy of reserves	<b>V. USES OF FUNDS</b>  A. Budgeted vs actual expenditures by line item  B. Narrative/explanation of difference  C. Reserve balance at end of year. Discuss adequacy of reserves
<b>VI. CAPITAL PLANNING</b>  A. Describe major capital needs and projects, estimated costs, and proposed timetables  B. Identify planned expenditures C. Demolition and Disposition Requests, if planned  D. Homeownership activities, if any	<b>VI. CAPITAL PLANNING</b>  A. Planned vs actual expenditures by property  B. Narrative discussion/explanation of difference

## VII. MANAGEMENT INFORMATION FOR OWNED/MANAGED UNITS

<b>A. VACANCY RATES</b> 1. Vacancy rates by property beginning of period 2. Narrative: issues and proposed actions 3. Target rates by property at end of period	<b>A. VACANCY RATES</b> 1. Target vs actual vacancies by property 2. Narrative/explanation of difference
<b>B. RENT COLLECTIONS</b> 1. Rents Uncollected (%) beginning of period 2. Narrative: issues and proposed actions 3. Target % at end of period	<b>B. RENT COLLECTIONS</b> 1. Target vs actual collections 2. Narrative/explanation of difference
<b>C. WORK ORDERS</b> 1. Response rates beginning of period <ul style="list-style-type: none"> <li>% emergency within 24 hrs</li> <li>% regular within 30 days</li> </ul> 2. Narrative: issues and proposed actions 3. Target rates at end of period	<b>C. WORK ORDERS</b> 1. Target vs. actual response rates 2. Narrative/explanation of difference
<b>D. INSPECTIONS</b> 1. Description of inspection strategy 2. Planned inspections (% this FY)	<b>D. INSPECTIONS</b> 1. Planned vs actual inspections completed 2. Narrative/discussion of difference 3. Results of independent PHAS inspections
<b>E. SECURITY</b> 1. Narrative: security issues and proposed actions	<b>E. SECURITY</b> 1. Narrative: planned vs actual actions/ explanation of difference

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## VIII. MANAGEMENT INFORMATION FOR LEASED HOUSING

<p><b>A. LEASING INFORMATION</b></p> <ol style="list-style-type: none"> <li>1. Units under lease (%) beginning of period</li> <li>2. Target lease up rate at end of period</li> <li>3. Plans regarding: <ul style="list-style-type: none"> <li>• Ensuring rent reasonableness</li> <li>• Expanding housing opportunities</li> <li>• Deconcentration of low-income families</li> </ul> </li> <li>3. Issues and proposed actions</li> </ol>	<p><b>A. LEASING INFORMATION</b></p> <ol style="list-style-type: none"> <li>1. Target vs actual lease ups at end of period</li> <li>2. Information and Certification of Data on Leased Housing Management, including: <ul style="list-style-type: none"> <li>• Ensuring rent reasonableness</li> <li>• Expanding housing opportunities</li> <li>• Deconcentration of low-income families</li> </ul> </li> <li>3. Narrative/explanation of differences</li> </ol>
<p><b>B. INSPECTION STRATEGY</b></p> <ol style="list-style-type: none"> <li>1. Description of inspection strategy, including: <ol style="list-style-type: none"> <li>a) Planned inspections completed (% this FY) by category: <ul style="list-style-type: none"> <li>* Annual HQS inspections</li> <li>* Pre-contract HQS inspections</li> <li>* HQS Quality Control Inspections</li> </ul> </li> <li>b) HQS Enforcement</li> </ol> </li> </ol>	<p><b>B. INSPECTION STRATEGY</b></p> <ol style="list-style-type: none"> <li>1. Results of strategy, including: <ol style="list-style-type: none"> <li>a) Planned vs actual inspections completed by category: <ul style="list-style-type: none"> <li>* Annual HQS inspections</li> <li>* Pre-contract HQS inspections</li> <li>* HQS Quality Control Inspections</li> </ul> </li> <li>b) HQS Enforcement</li> </ol> </li> <li>2. Narrative/discussion of difference</li> </ol>
<p><b>IX. RESIDENT PROGRAMS</b></p> <ol style="list-style-type: none"> <li>1. Description of activities</li> <li>2. Issues and proposed actions</li> </ol>	<p><b>IX. RESIDENT PROGRAMS</b></p> <ol style="list-style-type: none"> <li>1. Narrative: planned vs actual actions/ explanation of difference</li> <li>2. Results of latest PHAS Resident Survey, or equivalent as determined by HUD.</li> </ol>

**X. OTHER INFORMATION AS REQUIRED BY HUD**

<p>A. Board Resolution</p> <ul style="list-style-type: none"><li>• Adopting Plan</li><li>• Certifying that Public Hearing Requirements were met</li></ul> <p>B. Required Certifications and other submissions from which the Agency is not exempted by the MTW Agreement</p> <p>C. Submissions required for the receipt of funds</p>	<p>A. Results of latest completed 133 Audit, (including program-specific OMB compliance supplement items, as applicable to the HA's Agreement)</p> <p>B. Required Certifications and other submissions from which the Agency is not exempted by the MTW Agreement</p> <p>C. Submissions required for the receipt of funds</p>
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## ATTACHMENT C


### Alternate Site and Neighborhood Standards

DCHA will comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations related thereto, in determining the location of newly constructed or substantially rehabilitated housing to be subsidized through project-based section 8 voucher funding or public housing operating subsidy. In determining the location of such housing, in lieu of the Site and Neighborhood Standards set forth in 24 C.F.R § 941.202 (b) – (d), DCHA will comply with the following requirements:

a. The units may be located throughout the District, including within the following types of urban areas: (i) an area of revitalization that has been designated as such by the District of Columbia; (ii) an area where public housing units were previously constructed and were demolished; (iii) a racially or economically impacted area where DCHA plans to preserve existing affordable housing; or (iv) an area designated by the District of Columbia as a blight elimination zone; and

b. A housing needs analysis indicates that there is a real need for the housing in the area; and

c. When developing or substantially rehabilitating six or more units, DCHA will provide documentation to HUD which evidences that: (i) during the planning process, it has consulted with public housing residents through appropriate resident organizations and representative community groups in the vicinity of the subject property; (ii) it has advised current residents of the subject properties ("Residents") and public housing residents, by letter to resident organizations and by public meeting, of DCHA's revitalization plan; and (iii) it has submitted a signed certification to HUD that the comments from Residents, public housing residents and representative community groups have been considered in the revitalization plan.



# ATTACHMENT D BENCHMARKS

ENHANCED HOUSING OPPORTUNITIES		Baseline: 10/01/02	Year 1 (FY 04)	Year 2 (FY05)	Year 3 (FY 06)	Year 4 (FY 07)	Year 5 (FY 08)	Year 6 (FY 09)	Year 7 (FY 10)
Housing Choice Vouchers (incl. Vouchers which may be excl. from block grant)	Avail. 8981	8981	8981	8981	8981	8981	8981	8981	8981
	Leased: 7875 <sup>1</sup>	8667	8667	8667	8667	8667	8667	8667	8667
Public Housing Units	Avail. 9254 <sup>2</sup>	8057	7686	8188	8288	8288	8288	8288	8288
	Leased: 7508	7508	7413	7897	7994	7994	7994	7994	7994
Homeownership Units (Cumulative)	0	0	150	275	400	550	700	750	
UFAS Units (Cumulative)	0	300	410	510	510	568	568	568	
QUALITY PROPERTY MANAGEMENT									
Cash Collected/Rent Billed	98%	98%	98%	98%	98%	98%	98%	98%	98%
Units and Systems Inspected	100%	100%	100%	100%	100%	100%	100%	100%	100%
Routine Work Orders (completion days)	23	23	23	23	23	23	23	23	23
Emergency Work Orders (completion)	<24 hrs	<24 hrs	<24 hrs	<24 hrs	<24 hrs	<24 hrs	<24 hrs	<24 hrs	<24 hrs
Adjusted Occupancy Rate	98%	98%	98%	98%	98%	98%	98%	98%	98%
EFFECTIVE SUPPORT SERVICES									
Families Assisted in Self-Sufficiency Efforts (cumulative)	0	50	100	165	230	295	370	425	
BUSINESSLIKE OPERATING SYSTEMS									
Expendable fund Balance in Op. Reserve	2 mos.	2 mos.	2 mos.	2 mos.	2 mos.	2 mos.	2 mos.	2 mos.	2 mos.
File Accuracy	45%	50%	62%	73%	81%	87%	91%	91%	
Additional non-ph funds raised (cumulative)	0	0	\$1,000,000	\$1,500,000	\$2,000,000	\$2,500,000	\$3,000,000	\$4,000,000	

<sup>1</sup> In establishing "leased up" figure for October 1, September 30 figure has been reduced by 550 port-out units, to be absorbed in October by other jurisdictions.

<sup>2</sup> For the first 2 years of MTW participation, the number of available public housing units will decline due to ongoing HOPE VI, redevelopment and homeownership activities.

*Handwritten signature*